

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number SEE SCHEDULE		Page 1 Of 17	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No. DAAE20-02-D-0102		3. Award/Effective Date 2002MAY31		4. Order Number		5. Solicitation Number DAAE20-01-T-0402	
7. For Solicitation Information Call:		A. Name DAVID DEANDA		B. Telephone Number (No Collect Calls) (309)782-6267		6. Solicitation Issue Date 2001SEP26	
9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CTR-R ROCK ISLAND IL 61299-7630 e-mail: DEANDAD@RIA.ARMY.MIL		Code W52H09		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked	
						<input checked="" type="checkbox"/> See Schedule	
						13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)	
						13b. Rating DOA5	
						14. Method Of Solicitation	
<input checked="" type="checkbox"/> RFQ		<input type="checkbox"/> IFB		<input type="checkbox"/> RFP			
15. Deliver To SEE SCHEDULE				Code		16. Administered By DCMA ORLANDO 3555 MAGUIRE BOULEVARD ORLANDO FL 32803-3726	
Telephone No.				Code S1002A			
17. Contractor/Offeror SAAB TRAINING INC 3050 TECHNOLOGY PARKWAY SUITE 130 ORLANDO FL 32826				Code 1QFK5		Facility	
Telephone No.				18a. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P O BOX 182264 COLUMBUS OH 43218-2264			
Code HQ0338							
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer				18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum			
19. Item No.		20. Schedule Of Supplies/Services		21. Quantity		22. Unit	
		SEE SCHEDULE Contract Expiration Date: 2007MAR31 (Attach Additional Sheets As Necessary)					
						23. Unit Price	
						24. Amount	
25. Accounting And Appropriation Data						26. Total Award Amount (For Govt. Use Only) \$0.00	
<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
28. Contractor Is Required To Sign This Document And Return 2 Copies <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.				29. Award Of Contract: Reference DAAE2001T0402 Offer <input checked="" type="checkbox"/> Dated . Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items: SEE SCHEDULE			
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) MARGARET L ROWE /SIGNED/ ROWEP@RIA.ARMY.MIL (309)782-5521		31c. Date Signed	
32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				33. Ship Number		34. Voucher Number	
				<input type="checkbox"/> Partial <input type="checkbox"/> Final			
32b. Signature Of Authorized Government Representative				32c. Date		35. Amount Verified Correct For	
32b. Signature Of Authorized Government Representative				32c. Date		37. Check Number	
41a. I Certify This Account Is Correct And Proper For Payment				42a. Received By (Print)			
41b. Signature And Title Of Certifying Officer				41c. Date		40. Paid By	
				42b. Received At (Location)			
				42c. Date Recd (YYMMDD)		42d. Total Containers	

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Name of Offeror or Contractor: SAAB TRAINING INC		

SUPPLEMENTAL INFORMATION

- THIS AWARD IS AN IDIQ CONTRACT FOR THE TRANSMITTER ASSEMBLY AS IDENTIFIED IN SOLICITATION (DAAE20-01-T-0402).
- ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DAAE20-01-T-0402 ARE HEREBY INCORPORATED INTO THIS AWARD DOCUMENT.

*** END OF NARRATIVE A 009 ***

For Local Clauses See: <https://aais.ria.army.mil>

	Regulatory Cite	Title	Date
1	52.201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	APR/2002

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

- b. If you think that this solicitation:
- has inappropriate requirements; or
 - needs streamlining; or
 - should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
 AMSTA-AQ-AR (OMBUDSMAN)
 Rock Island IL 61299-7630
 Phone: (309) 782-3224
 Electronic Mail Address: ombudsman@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- TACOM-RI solicitation number;
- Name of PCO;
- Problem description;
- Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

2	52.215-4503 TACOM-RI	NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED	FEB/2002
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1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).

2. In response to this mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy

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bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

3	52.233-4503	AMC-LEVEL PROTEST PROGRAM	JUN/1998
	TACOM-RI		

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

SUMMARY OF ACQUISITION

1. This solicitation is issued IAW FAR 13.500 which authorizes the use of simplified acquisition procedures for commercial supplies and services up to \$5,000,000.

2. This solicitation will result in the award of a commercial, long-term, firm-fixed price, Indefinite Delivery Indefinite Quantity (IDIQ) type contract for the Transmitter Assembly. The Transmitter Assembly will replace Transmitter, NSN 5820-01-090-9304, Part Number 11784700. The performance characteristics for the Transmitter Assembly are contained in the Performance Description, dated 30 Aug 01, included in this solicitation as Addendum 001.

3. The contract will include five ordering periods as set forth in the schedule. The quantity of THREE each is the guaranteed minimum

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quantity to be awarded under this solicitation. This minimum quantity will be obligated at the time of contract award. All other quantities are estimates only and do not bind the government in any way.

4. To be considered for award, you must complete and submit the pricing sheet located at Addendum 002 of this solicitation. The order quantity ranges are established to permit different unit prices for each range. You must enter a unit price for each of the three quantity ranges under each of the five ordering periods. The weight assigned to each quantity order range represents the likelihood that if an order is placed, it will be placed in that range. Quotes offering prices for quantities other than those solicited will not be considered. Offerors shall NOT insert any proposed dollar amounts in Section B of the solicitation.

5. Offerors should note that the transmitter carrier frequency requirement contained in section 3.4 of the Performance Description can be satisfied by either one or two transmitters, if together they provide coverage of the entire frequency spectrum, and they individually meet the requirements of sections 3.2, 3.3, and 3.4. If two transmitters are offered in order to meet the frequency requirement, the government will procure that transmitter with the frequency range that meets the government's immediate requirement. If two transmitters are offered and the price is not the same for each transmitter, the offeror shall submit unit prices for the second transmitter for each quantity range and for each ordering period in the additional blocks contained on the price evaluation sheet at Addendum 002. If two transmitters are submitted that are not the same price, the government will average the total evaluated price for each transmitter and will use this price in the price evaluation. The average total evaluated price will be used for evaluation purposes only.

6. If two transmitters are submitted, the offeror shall clearly identify within their bid, each transmitter by part number, model number, etc and specify the exact frequency range covered.

7. Submission of offers shall be in the English language and prices shall be submitted in US currency.

8. The clause at FAR 52.212-1, Instructions to Offerors - Commercial Items, identifies information which must be included with your quote. Please pay particular attention to paragraph (b)(4). If your technical description does not contain sufficient detail to evaluate compliance with the stated requirements, you must be prepared to submit a product sample for evaluation. The product sample must be received by the Government within five business days after receipt of written notification from the contracting officer. If the product sample is not received within five business days, your quote may be rejected.

9. Offerors shall submit with their quote, three copies each of any operational, maintenance, or repair manuals available for the product being offered.

10. Award will be made to the lowest priced, responsive, responsible offeror.

11. FOB is Origin. The shipping address will be designated on each delivery order.

12. The technical data package for the Transmitter, NSN 5820-01-090-9304, PN 11784700, is available on the web for reference only. The web address is http://e-data.pica.army.mil/solicitations_list/scripts/IR.asp?TDP=TXRJDLUHSQNJ. Access of the TDP may require that you download ImageR as described on the website.

13. Offerors should note that a Material Inspection and Receiving Report (DD Form 250) shall be submitted IAW clause HS6510, Material Inspection and Receiving Reports (DD Form 250), and clause IA0527, Material Inspection and Receiving Report, in lieu of submitting an invoice as described in 52.212-4(g).

*** END OF NARRATIVE A 001 ***
Purpose of amendment is to extend the date for receipt of quotes. Extended from 26 Oct 01 to 1600hrs 1 Mar 02.

*** END OF NARRATIVE A 002 ***
Purpose of this amendment is to:

- 1.) Delete reference in paragraph 2.1.2 Government Drawings 11784700 Transmitter Assembly (reference only).
- 2.) Delete reference in paragraph 2.1.2 Government Drawings PS 11784700 Special packaging instructions for Transmitter Assembly (reference only).
- 3.) Provide a hardcopy of Government Drawings in paragraph 2.1.2 12974102 Receiver Assembly. (attachment 005)
- 4.) Notification of implemented process to obtain Government Drawings in paragraph 2.1.2 11784801 Receiver Assembly, and will be issued when available.
- 5.) To extend the date for receipt of quotes from 1 Mar 02 to 1600hrs 15 Mar 02.

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Name of Offeror or Contractor: SAAB TRAINING INC		

*** END OF NARRATIVE A 003 ***

The purpose of this ammendment is to:

1. DELETE - Item six on page 24 of the solicitation, in additional instructions to offerors.

2. ADD - The sucessful offeror must submit one copy of any operational, maintenance, or repair manuals available for the product being offered within 30 days after award. The manuals must be sent to TACOM Rock Island, AMSTA-LC-CTR-R, Attn: Debra Juhl, 1 Rock Island Arsenal, Rock Island, IL, 61299-7630.

*** END OF NARRATIVE A 004 ***

The purpose of this amendment is to extend the date for receipt of quotes from 1600hrs 15 Mar 02 to 1600hrs 01 Apr 02, because of additional time needed to obtain Government Drawings in paragraph 2.1.2 11784801 Receiver Assembly. Government Drawings will be issued when available.

*** END OF NARRATIVE A 005 ***

The purpose of this amendment is to extend the date for receipt of quotes from 01 Apr 02 to 1500hrs 22 Apr 02, to allow additional time needed to obtain Government Drawings in paragraph 2.1.2 11784801 Receiver Assembly. Drawings will be issued when available.

*** END OF NARRATIVE A 006 ***

The purpose of this amendment is to extend the date for receipt of quotes from 22 Apr 02 to 1500hrs 06 May 02, to allow additional time to obtain Government Drawings in paragraph 2.1.2, 11784801 Receiver Assembly. Further amendment will be issued when drawing is acquired.

*** END OF NARRATIVE A 007 ***

The prupose of this amendment is to delete references to Government Drawings in section 2.1.2 of the Performance Description (addendum 001). The Performance Description provides all information necessary for interface requirements. The date for receipt of quotes will remain 1500hrs on 06 May 02. Quotes must include acknowledgement of all amendments.

*** END OF NARRATIVE A 008 ***

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Name of Offeror or Contractor: SAAB TRAINING INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>TRANSMITTER 8867-007-101, COVERING 138-145MH</u></p> <p>NOUN: TRANSMITTER ASSEMBLY FSCM: 19200 PART NR: PERFORMANCE DESCRIP 1AUG01 SECURITY CLASS: Unclassified</p> <p><u>DESCRIPTION/SPECS./WORK STATEMENT</u> See Performance Description, Transmitter Assembly, dated 30 Aug 01 at Addendum 001</p> <p>FOB: Origin</p> <p><u>DELIVERIES OR PERFORMANCE</u> Minimum Guaranteed Quantity: 3 each Maximum Contract Quantity: 100 each for CLIN 0001 and CLIN 0002 combined.</p> <p>Order Period 1: Award through 31 Dec 02 Order Period 2: 1 Jan 03 through 31 Dec 03 Order Period 3: 1 Jan 04 through 31 Dec 04 Order Period 4: 1 Jan 05 through 31 Dec 05 Order Period 5: 1 Jan 06 through 31 Dec 06</p> <p>Delivery is 90 days after receipt of electronic/facsimile/hardcopy delivery order</p> <p>Delivery orders will contain shipping address and delivery date.</p> <p>ONLY TACOM-RI, ACQUISITION CENTER, IS AUTHORIZED TO ISSUE DELIVERY ORDERS UNDER THIS CONTRACT.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TRANSMITTER ASSEMBLY DATE: 30-AUG-2001</p> <p><u>Packaging and Marking</u> Packaging/Packing will be in accordance with Clause DS6413 of the solicitation.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>		EA		
0002	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>TRANSMITTER 8867 007-102, COVERING 145-153MH</u></p> <p>NOUN: TRANSMITTER ASSEMBLY FSCM: 19200</p>		EA	\$ ** N/A **	

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Name of Offeror or Contractor: SAAB TRAINING INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>PART NR: PERFORMANCE DESCRIP 1AUG01 SECURITY CLASS: Unclassified</p> <p><u>DESCRIPTION/SPECS./WORK STATEMENT</u> See Performance Description, Transmitter Assembly, dated 30 Aug 01 at Addendum 001</p> <p>FOB: Origin</p> <p><u>DELIVERIES OR PERFORMANCE</u> Minimum Guaranteed Quantity: 3 each Maximum Contract Quantity: 100 each for CLIN 0001 and CLIN 0002 combined.</p> <p>Order Period 1: Award through 31 Dec 02 Order Period 2: 1 Jan 03 through 31 Dec 03 Order Period 3: 1 Jan 04 through 31 Dec 04 Order Period 4: 1 Jan 05 through 31 Dec 05 Order Period 5: 1 Jan 06 through 31 Dec 06</p> <p>Delivery is 90 days after receipt of electronic/facsimile/hardcopy delivery order</p> <p>Delivery orders will contain shipping address and delivery date.</p> <p>ONLY TACOM-RI, ACQUISITION CENTER, IS AUTHORIZED TO ISSUE DELIVERY ORDERS UNDER THIS CONTRACT.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				

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PACKAGING AND MARKING

For Local Clauses See: <https://aais.ria.army.mil>

Regulatory Cite	Title	Date
1	52.211-4503 PACKAGING REQUIREMENTS (COMMERCIAL) TACOM-RI	FEB/2000
a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.		
b. The following Packaging requirements shall apply:		
Preservation: COMMERCIAL		
Level of Packing: COMMERCIAL		
Quantity Per Unit Package: ONE		
Quantity of Unit Packages Per Intermediate Container: ONE		
(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:		
(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.		
(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.		
(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.		
(2) Unit package:		
(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.		
(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.		
(3) Intermediate Package:		
(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.		
(4) Packing:		
(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.		
(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.		
c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will		

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permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 MAY 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: NONE

(End of clause)

(DS6413)

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DELIVERIES OR PERFORMANCE

For Local Clauses See: <https://aais.ria.army.mil>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-29	F.O.B. ORIGIN	JUN/1988
2	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

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SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <https://aais.ria.army.mil>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are PERMANTIERR@RIA.ARMY.MIL and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-6992, ATTN: DICK PERMANTIER, and (309) 782-8054 (ATTN: Louise Kalal).

(End of Clause)

(HS6510)

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CONTRACT CLAUSES

For Local Clauses See: <https://aais.ria.army.mil>

	Regulatory Cite	Title	Date
1	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	FEB/2002
2	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
3	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
	DFARS		
4	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
	DFARS		
5	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
	DFARS		
6	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR	MAY/2002
		EXECUTIVE ORDERS - COMMERCIAL ITEMS	

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

____(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).

____(4)(i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

____(ii.) Alternate I to 52.219-5.

____(iii.) Alternate II to 52.219-5.

____(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));

____(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));

____(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

____(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____(ii) Alternate I of 52.219-23

____(9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).

____(10) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).

__X__(11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).

__X__(12) 52.222-26, Equal Opportunity (E.O. 11246).

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 X (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

 (14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

 X (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

 X (16) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (E.O. 13126).

 (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

 (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

 (18) 52.225-1, Buy American Act - Supplies (41 U.S.C. 10a-10d).

 (19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C.2112 note).

 (ii) Alternate I of 52.225-3.

 (iii) Alternate II of 52.225-3.

 (20) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)

 (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 13059, 13067, 13121, and 13129).

 (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

 (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

 X (24) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

 (25) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).

 (26) 52.232-36, Payment by Third Party (31 U.S.C.3332).

 (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)

 X (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

 (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

 (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-o0006).

 (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have

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access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

(IF6272)

7	52.216-18	ORDERING	OCT/1995
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(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from DATE OF AWARD through 31 DEC 06.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

End of Clause

(IF6155)

8	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than ONE the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

- (1) Any order for a single item in excess of 20 EACH;
- (2) Any order for a combination of items in excess of 20 EACH; or
- (3) A series of orders from the same ordering office within 30 DAYS together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within TEN DAYS after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

9

52.216-22

INDEFINITE QUANTITY

OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 MAR 07.

(End of clause)

(IF6036)

10

252.212-7001

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS

APR/2002

(a) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☒

252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

☐

252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

☐

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

☒

252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).

☐

252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

☐

252.225-7012 Preference for Certain Domestic Commodities.

☐

252.225-7014 Preference for Domestic Speciality Metals (10 U.S.C. 2241 note).

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- ____252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- ____252.225-7016 Restriction on Acquisition of Ball and roller Bearings
(____Alternate I) (Section 8064 of Pub. L. 106-259).
- ____252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ____252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)
- ____252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- ____252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
- ____252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program
(____Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ____252.227-7015 Technical Data - Commercial Items (10 U.S.C. 2320).
- ____252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- ____252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410)
- ____252.247-7023 Transportation of Supplies by Sea (____Alternate I)
(____Alternate II)(10 U.S.C. 2631).
- ____252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014, Preference for Domestic Speciality Metals, Alternate I (10 U.S.C. 2241 note).
- 252.247-7023, Transportation of Supplies by Sea (10 U.S.C.2631).
- 252.247-7024, Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

(IA6720)

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LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	PERFORMANCE DESCRIPTION FOR TRANSMITTER ASSEMBLY	01-AUG-2001	005	
Attachment 002	PRICE EVALUATION SHEET		001	
Attachment 003	FAR 52.212-4, CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS	01-MAY-2001	001	
Attachment 004	FAR 52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS	01-OCT-2000	002	
Attachment 005	DRAWING 12974102		018	